

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between the Santa Rosa County Commission (hereinafter referred to as "County"), the City Council of the Cities of Milton and Gulf Breeze and the Town Council of the Town of Jay (hereinafter referred to as "Cities"), and the School Board of Santa Rosa County (hereinafter referred to as "School Board").

WHEREAS, this interlocal agreement was initially executed on February 13, 2003, and has been updated to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 ("Senate Bill 360"), which became effective July 1, 2005; and

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes (F.S.), require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the School Board has the statutory and constitutional responsibility to provide a uniform system of free and adequate public schools on a countywide basis; and

WHEREAS, Section 163.3180 (13), F.S., requires the County and School Board to implement a school concurrency program; and

WHEREAS, Sections 163.31777 and 163.3180(g), F.S., sets forth the school concurrency requirements that must be implemented through interlocal coordination between the County and the School Board; and

WHEREAS, it is mutually beneficial for the County, Cities, and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Santa Rosa County and to ensure that the impacts of new development occur only in accordance with the ability of the County, Cities, and School Board to maintain adequate level of service standards; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries, including the authority to approve or deny comprehensive plan amendments, rezonings, and other development orders that generate students and impact the school system, and the Cities have similar jurisdiction within their boundaries.

WHEREAS, the School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed between the School Board of Santa Rosa County, the Board of County Commissioners of Santa Rosa County, the City Councils of Milton and Gulf Breeze and the Town Council of the Town of Jay that the following procedures will be followed in coordinating land use and public school facilities planning:

SECTION 1. JOINT MEETINGS

1.1 One or more representatives of the County Commission, the governing body of each City, and the School Board will meet at least annually, and as needed, in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop session will be an opportunity for the County Commission, the City and Town Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Santa Rosa County Director of Community Planning, Zoning, and Development or designee shall coordinate meeting arrangements with the Assistant Superintendent for Administrative Services for the School Board and shall be responsible for providing proper notification.

SECTION 2. STUDENT ENROLLMENT AND POPULATION PROJECTIONS

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.

2.2 The School Board shall utilize both district-wide student population projections, which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, F.S., where available, and projections based on the Concurrency Service Areas (CSA) established in Section 4 of this Agreement. These projections may be modified by the School Board based on local development trends and data with

agreement of the Florida Office of Educational Facilities and the SMART (Soundly Made, Accountable, Reasonable and Thrifty) Schools Clearinghouse.

2.3 The School Board, working with the County and Cities, will allocate projected student enrollment throughout the district into Concurrency Service Areas to reflect development trends and ensure district-wide projections are not exceeded. The initial Concurrency Service Areas (CSA) are established and described in Subsection 4.4.

SECTION 3. COORDINATING AND SHARING OF INFORMATION

3.1 **District Educational Facilities Work Plan:** By August 31st of each year, the School Board shall submit to the County and each City the District Educational Facilities Work Plan prior to adoption by the Board. The Cities and County shall review the plan and provide written comment to the School Board within 15 days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. The School Board shall provide the final adopted plan to the County and Cities within 15 days after adoption.

3.1.1 The District Educational Facilities Work Plan is defined in Section 1013.35, F.S., as “the comprehensive planning document prepared annually by the district school board and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected general-purpose local governments”. The plan shall be consistent with the requirements of Section 1013.35, F.S., and shall include the projected student population apportioned geographically by CSA, an inventory of existing school facilities, projections of facility space needs, information on leased, loaned, and donated space and relocatables, and general locations of new schools and anticipated closures of existing schools for the 5, 10, and 20 year time periods. It shall also include options to reduce the need for additional permanent student stations, including the criteria and method jointly determined by the County and the School Board for determining the impact of proposed development on public school capacity.

3.1.2 The plan also shall include a financially feasible district facilities work program (“Work Program”) for the subsequent 5-year period, each year adding an additional “fifth year.” The Work Program shall include:

- (a) all planned school facility projects, which include new construction, expansions, remodeling, and renovations that will create additional capacity;
- (b) existing and projected enrollment of existing and planned school facilities;
- (c) the year in which each planned school facility will be undertaken;
- (d) the source of funding for each planned school facility and the year in which the funding becomes available;
- (e) the capacity created by each planned school facility; and

- (f) necessary data and analysis supporting the proposed Work Program.

3.1.3 After review and consideration of the written comments received from the County and affected Cities, the School Board will adopt a financially-feasible Work Program by October 1st each year that includes school capacity sufficient to meet anticipated student demand as projected by the County and Cities, based on the Level of Service (LOS) standards set forth in this Agreement.

3.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey (required at least once every 5 years) to the County and each City at least 30 days prior to adoption by the School Board. The County and Cities will evaluate and make recommendations to the School Board, if any, within 15 days regarding the consistency of planned school facilities, including school renovations and closures, with their local government comprehensive plans.

3.3 Growth and Development Trends: On February 1st of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include information on issues that may have an impact on school facilities and student enrollment such as:

- (a) future land use map amendments and rezonings which increase residential densities;
- (b) residential building permits issued during the preceding year and their location; and
- (c) any development orders containing a requirement for the provision of a school site as a condition of approval.

3.4 Calendar of Reports/Actions Required: A calendar of reports/actions required and associated deadline dates per the terms herein is included as an Appendix to this agreement.

3.5 Public School Facilities Element Development and Updates: The County will coordinate with the School Board and the Cities to develop a common Public Schools Facilities Element (PSFE), pursuant to Sections 163.3177(12) and 163.3180, F.S., Rule 9J-5.025, Florida Administrative Code (F.A.C.), and other applicable laws and rules. The PSFE shall be consistent with the School Board's 5-year Capital Facilities Work Program and the interlocal agreement, as amended.

3.5.1 To facilitate development of a common PSFE, the School District will provide a copy of its 5-year Capital Facilities Work Program to the Public Schools Advisory Committee (consisting of appropriate members of the School Board, at least one County Staff member, and a representative from each of the Cities) for review. Within ninety (90) days of receipt, the committee shall coordinate to develop a common PSFE with creation of a uniform school concurrency system consistent among the participants.

3.5.2 After an agreed upon PSFE has been developed, the County and Cities will consider the adoption of the PSFE as a Comprehensive Plan amendment immediately following the development of the agreed upon PSFE, but not later than June 1, 2008 per the schedule established by the Department of Community Affairs.

3.5.3 Each City may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions provided that the uniform district-wide school concurrency system is substantially the same. The County and each City may adopt the School Board's 5-year Capital Facilities Plan into its comprehensive plan either by reference or by restatement of the relevant portions of that 5-year Plan, but in no event shall the County or Cities attempt to modify that 5-year Plan without approval by the School Board and governing bodies, or per the procedures for amendment listed in Subsection 4.1.1. of this agreement.

3.5.4 In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the Public Schools Advisory Committee prior to transmitting the amendment to the Department of Community Affairs.

- (a) To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.
- (b) If any local government objects to the amendment and the dispute cannot be resolved between or among the parties, the dispute shall be resolved in accordance with the provisions set forth in Section 8 of this Agreement. In such case, the parties agree not to adopt the amendment until the dispute has been resolved.
- (c) Any local issues not specifically required by Statute or Rule may be included or modified in the Local Government PSFE by following the normal Comprehensive Plan Amendment process.

3.6 Updates to Capital Improvements and Intergovernmental Coordination Elements:

The Capital Improvements Element and Intergovernmental Coordination Element of the County and City Comprehensive Plans shall be amended pursuant to Senate Bill 360 requirements consistent with the provisions of the PSFE noted above. The County and Cities agree to coordinate the timing of approval of school-related element amendments to the extent that it is feasible to do so.

3.6.1 Capital Improvements Element:

- (a) Following adoption of the School District's Five Year Capital Facilities Plan, the County and Cities shall adopt the School District's Five Year Capital Improvement Schedule from the plan into the Capital Improvements Elements of their Comprehensive Plans, pursuant to the requirements of 163.3177(3), F.S., no later than December 1st of each year (beginning December 1, 2007).

- (b) The School Board shall transmit to the County and Cities any adopted amendment, correction, or modification the School District's Five Year Capital Facilities Plan or Five Year Capital Improvement Schedule concerning costs, revenue sources, or acceptance of facilities. Within ninety (90) days, the County and Cities shall amend their Capital Improvements Elements to reflect the changes. Such amendment may be accomplished by ordinance and shall not be deemed amendments to the comprehensive plan.
- (c) The County and Cities, by adopting the School District's Five Year Capital Facilities Plan in their Capital Improvements Elements, shall have neither obligation or responsibility for funding the School District's Five Year Capital Facilities Plan.

3.6.2 Intergovernmental Coordination Element: The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be that set forth in Section 163.3184, F.S.

3.7 School Board review of school-related element amendments: All school-related element amendments of the comprehensive plan shall be provided to the School Board at least 45 days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (a) in writing at least fifteen (15) days prior to the public meeting on the school-related element amendment, or (b) by attending and providing comments at the local planning agency meeting. In addition to the other coordination procedures provided for in this amended interlocal agreement, County, City, and School Board staff working groups will meet to address needed updates to school-related plan provisions at the time of the Evaluation and Appraisal Report.

SECTION 4. IMPLEMENTATION OF SCHOOL CONCURRENCY

4.1 This section establishes procedures for coordinating the development, adoption and amendment of the Santa Rosa County School Board Capital Facilities Plan and related elements of the County and City comprehensive plans to implement a uniform countywide school concurrency system. The key components of school concurrency are listed below:

- (a) Level of Service (LOS) standards;
- (b) Concurrency Service Areas (CSA);
- (c) Procedures for monitoring school demand and capacity;
- (d) Procedures and methodology for making concurrency determinations for development approvals;
- (e) Mitigation options and processes;
- (f) The 5-Year Work Program for County and City school facilities; and,
- (g) Public Schools Facilities Elements of both County and City Comprehensive Plans.

4.1.1 **Amendments to Key Concurrency Components:** The procedures to amend any of the key concurrency components listed above shall be as follows:

- (a) The requesting party shall submit all data and analysis supporting the proposed amendment to each of the parties to this Agreement. Data and analysis shall include the impact of the proposed amendment on the County's Comprehensive Plan and other elements of school concurrency addressed by this Agreement.
- (b) Each party to this agreement shall provide any written comments or objections to the requestor within 30 days of receipt of the request and include reasons for objections, if applicable.
- (c) If the reviewing parties are unable to consent to the proposed amendment, the matter will be resolved pursuant to the dispute resolution process set forth in Section 8 of this Agreement.
- (d) The parties agree that no proposed amendment will be implemented without the consent of the reviewing parties or, where the consent of all reviewing parties is not obtained, that no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Section 8 of this Agreement.
- (e) The parties agree that, once a proposed amendment has the consent of each of the reviewing parties, or is determined to be appropriate through dispute resolution, each party will undertake Work Program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

4.2 Applicability: School concurrency shall apply only to residential uses that generate demands for public school facilities and are proposed or established after the adoption date of the Public School Facilities Element (PSFE) of the Comprehensive Plan that implements school concurrency consistent with applicable laws, regulations, and the terms of this Agreement. However, the following residential uses are exempt from school concurrency requirements:

- (a) Single family lots of record for which preliminary plats were submitted prior to adoption of the PSFE.
- (b) Multi-family residential development for which a site plan was submitted prior to adoption of the PSFE.
- (c) Amendments to residential development approvals issued prior to adoption of the PSFE which do not increase the number of residential units or change the type of residential units proposed.
- (d) Other uses as provided for the in the PSFE.

4.3 Level-of-Service (LOS) Standards: Pursuant to Section 163.3180(13)(b), F.S., the LOS standards set forth herein shall be applied consistently within each local government in Santa Rosa County for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development proposal, and determining the financial feasibility of the School Board's 5-Year Work Program.

4.3.1 The LOS standards set forth herein shall be included in the capital improvements element of the County Comprehensive Plan, as well as adopted by reference or inclusion in the City Comprehensive Plans, and shall be applied consistently by the County, the Cities, and the School Board districtwide to all schools of the same type.

4.3.2 The LOS standards may be amended only pursuant to the procedure set forth in Section 4.1.1 of this Agreement.

4.3.3 The LOS standard to be used by the County and the School Board to implement school concurrency shall be as follows:

- (a) Elementary: 100% of permanent Florida Inventory of School House (FISH) capacity as adjusted by the School Board annually to account for measurable programmatic changes.
- (b) Middle: 90% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.
- (c) High: 95% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.

For purposes of this subsection, a "measurable programmatic change" means a change to the operation of a school that has consistent and measurable capacity impacts including, but not limited to: double sessions, floating teachers, year-long schools and special educational programs.

4.4 School Concurrency Service Areas: The initial School Concurrency Service Areas (CSAs) shall coincide with the adopted transportation impact fee areas within Santa Rosa County as shown on Map 1, attached hereto and incorporated herein by this reference. Maps of the CSA boundaries will also be included in the Comprehensive Plan "support documents" as defined in Section 9J-5.003 F.A.C., and may be amended as noted below.

4.4.1 Future amendments to the CSAs may be accomplished only after review and comment by the parties to this Agreement as provided for in Section 4.1.1 of this Agreement. CSAs may be subsequently modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this agreement, taking into account school policies to:

- (a) minimize transportation costs,
- (b) limit maximum student travel times,
- (c) effect desegregation plans,

- (d) achieve socio-economic, racial and cultural diversity objectives,
- (e) recognize capacity commitments resulting from local governments' development approvals for the CSA, and
- (f) recognize capacity commitments resulting from local governments' development approvals for contiguous CSAs.

4.5 Demand Monitoring and Evaluation: The School Board will utilize the Department of Education COHORT Report, supplemented by information within the County and Cities' annual Growth and Development Trends Report defined in Section 3.3 above, to facilitate demand projection and student generation rate trends. The School Board may adjust the information derived from these annual reports if more current information is expected to significantly impact growth and development trends reflected in the most recent report(s).

4.5.1 The Public Schools Advisory Committee shall monitor and evaluate the school concurrency system as part of the Oversight Process noted in Section 9 of this agreement. The committee shall monitor specific parameters of the school concurrency system, including:

- (a) School capacity projections relative to anticipated growth patterns in the School Concurrency Service Areas;
- (b) Ability to maintain the Level of Service (LOS) standards with projects listed in the adopted 5-Year Work Program;
- (c) Effectiveness of each local government's PSFE in implementing school concurrency consistent with district-wide standards; and,
- (d) Status of development agreements that require proportionate share mitigation to meet school concurrency per the requirements of Section 4.7 herein.

The Public Schools Advisory Committee will address any deficiencies to the above parameters identified by the members at their annual March meeting, or at an interim special meeting called by the Chairperson to expedite any necessary corrections. The committee's annual (or interim) report to the participating local governments and the School Board subsequent to this meeting shall include its concurrency monitoring results and any recommended actions or suggested amendments to be made based thereon.

4.6 Process for Determining School Concurrency:

- (a) **Definitions:** The terms used in this subsection are defined as follows:
 1. *Available school capacity* - the circumstance where there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
 2. *Capacity* - "capacity" as defined in the FISH Manual.
 3. *Existing school facilities* – school facilities constructed and operational at the time a School Concurrency Application is submitted to the County.

4. *FISH Manual* - the document entitled "Florida Inventory of School Houses (FISH)," current edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").
5. *Permanent FISH Capacity* - capacity that is added by "permanent buildings," as defined in the FISH Manual.
6. *Planned school facilities* – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Program.
7. *Previously Approved Development* – development approved as follows:
 - a. Single family lots of record having received final plat approval prior to the effective date of the County's School Concurrency Ordinance.
 - b. Multi-family residential development having received final site plan approval prior to the effective date of the County's School Concurrency Ordinance.
8. *Reserved capacity* – School facility capacity set aside for a development or use other than those set aside pursuant to a School Concurrency Application, including development that impacts schools but that is exempt from the terms of the County's School Concurrency Ordinance.
9. *Total school facilities* – Existing school facilities and planned school facilities.
10. *Used capacity* – School facility capacity consumed by or reserved for preexisting development.
11. *Work Program* - the financially feasible 5-year School District Facilities Work Program adopted pursuant to Section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

(b) **Application Review Process:**

1. Santa Rosa County, the Cities and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential comprehensive plan amendment, rezoning, conceptual plan, preliminary plat, site plan or functional equivalent may

be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 4.2 of this Agreement, until a School Capacity Availability Determination Letter has been issued indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.

2. Any developer submitting a development permit application (such as a land use map amendment, rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 4.2 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School District. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), and age restrictions for occupancy, if any. The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency (within five (5) days of receipt of a complete application), the local government shall transmit the School Impact Analysis to the School District for review. The School District will verify whether sufficient student stations for each type of school are available or not available to support the development. The process is as follows:
 - a. the School District shall review the School Impact Analysis for residential developments which have been submitted and deemed sufficient for processing by the applicable local government.
 - b. the School District shall review each School Impact Analysis in the order in which it is received and shall issue a School Capacity Availability Determination Letter to the applicant and the affected local government within fifteen (15) working days of receipt of the application.
 - c. the School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.
 - d. in the event that there is not adequate capacity available as calculated per Subsection (c) below, the School Board shall entertain proportionate share mitigation pursuant to Section 4.7 of this Agreement; and, if the proposed mitigation is accepted, enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 4.7 of this Agreement.

- (c) **School Capacity Calculations.** The School Board will determine whether adequate school capacity exists for a proposed development, based on the LOS standards, CSAs, and other standards set forth in this Agreement, as follows:
1. Calculate total school facilities by adding the capacity provided by existing school facilities to the planned school facilities included in the first three (3) years of the Educational Facilities Work Plan.
 2. Calculate available school capacity by subtracting from the total school facilities the sum of:
 - a. Used capacity;
 - b. The portion of reserved capacity projected to be developed within three years;
 - c. The portion of previously approved development projected to be developed within three years; and
 - d. the demand on schools created by the proposed development.
- (d) **Concurrency Service Areas.** In determining whether there is sufficient school capacity to accommodate a proposed development, the School Board will:
1. Consider whether the CSA in which the proposed development is situated has available school capacity, based on the formula above.
 2. In the event that the CSA in which the proposed development is situated does not have available school capacity, the School Board will determine whether a contiguous CSA has available school capacity by:
 - a. Identifying the contiguous CSA with the most available school capacity for the particular type of school and assigning the demand from the proposed development to that CSA; and
 - b. Restructuring school attendance zones, or other operational components, such that the impacts of the proposed development will not cause the LOS standard in the CSA within which it is located to exceed the LOS standards set forth in this Agreement.

4.7 Proportionate Share Mitigation: In the event that there is not sufficient capacity in the affected concurrency service area or the adjacent concurrency service area, school concurrency shall be satisfied if the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property. Acceptable mitigation will include payment for land acquisition or construction of a public school facility; or in the case of Developments of Regional Impact, the donation of land

and/or the construction of educational facilities. Such options must include execution by the applicant and the local government of a binding development agreement that constitutes a legally binding commitment to pay proportionate-share mitigation for the additional residential units approved by the local government in a development order and actually developed on the property, taking into account residential density allowed on the property prior to the plan amendment that increased overall residential density. The district school board shall be a party to such an agreement.

Any proportionate-share mitigation must be directed by the school board toward a school capacity improvement identified in a financially feasible 5-year district work plan and which satisfies the demands created by that development in accordance with a binding developer's agreement.

Proportionate share mitigation will be calculated by multiplying the number of additional student stations projected to be generated by the proposed development by the average cost per student station.

SECTION 5. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES

5.1 When the need for a new school is identified in the district educational facilities plan, the School Board will establish a convene a meeting of the Public Schools Advisory Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools.

5.2 The Public Schools Advisory Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee.

5.3 At least 30 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 20 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Sections 1013.33(11) and (12), F.S.

5.4 In conjunction with the preliminary consistency determination described at subsection 5.3 of this agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written

agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

5.5 The site design/development plan for a proposed educational facility shall be reviewed in accordance with the Local Government Land Development Code Regulations. Pursuant to Section 1013.33(12) F.S., if the proposed educational facility is in compliance with the local government's comprehensive plan and land development regulations as affirmed by the elected officials of the local governing body at a public meeting, school construction may commence and further local government approvals are not required.

SECTION 6. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

6.1 The County and Cities will allow an advisory representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend or provide comments at those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may at their discretion grant voting status to the School Board member.

6.2 The County and the Cities agree to give the School Board notification of comprehensive plan amendments, rezonings, and development proposals pending before them that may affect student enrollment. Within 15 days after notification by the local government, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

6.3 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements.

SECTION 7. CO-LOCATION AND SHARED USE

7.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums,

performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

7.2 A separate agreement will be developed for each instance of co-location and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

SECTION 8. RESOLUTION OF DISPUTES

8.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

8.2 The parties hereby acknowledge and agree that it is not the intent of any party to this agreement to confer any rights on any person or entities other than the parties to this agreement. No person or entity not a party to this agreement shall have any claim or cause of action against either the County, the Cities or the School Board for the failure of any party to perform in accordance with the provisions of this Agreement.

SECTION 9. OVERSIGHT PROCESS

9.1 The Public Schools Advisory Committee shall serve as the oversight committee to monitor implementation of the interlocal agreement, including monitoring and evaluation of the school concurrency system. The committee shall appoint a chairperson, meet in the month of March each year, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. The Assistant Superintendent for Administrative Services for the School Board will coordinate the annual March meeting with the County Director of Community Planning, Zoning, and Development to publicize the meeting and provide an opportunity for public participation.

SECTION 10. AMENDMENT AND TERMINATION OF AGREEMENT

10.1 This agreement may be amended by mutual adoption by all parties as the situation warrants. Any party may elect to withdraw from participation in this agreement upon official action of its governing body and after 60 days written notice to all other parties to this agreement. In such a case, the withdrawing party and the School Board may be subject to sanctions from the Administration Commission and the Department of Education unless they enter into a separate agreement within thirty (60) days that satisfies all the relevant requirements of the Florida Statutes. Any separate agreement must be consistent with the uniform district wide school concurrency system.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County *.

(* Note: Execution of this agreement is indicated by each participant's signature on individually attached pages hereto)

IN WITNESS WHEREOF, this School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

**SANTA ROSA COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST: Mary Johnson
Mary Johnson, Clerk of Court

Robert A. "Bob" Cole
Robert A. "Bob" Cole, Chairman

Date: 08/18/06

Approved as to Form and Correctness:

Thomas V. Dannheisser
Thomas V. Dannheisser, County Attorney

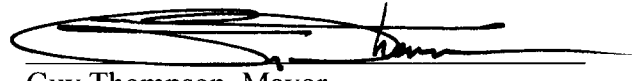
BCC Approved 08/10/06

IN WITNESS WHEREOF, this School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

CITY OF MILTON

ATTEST:

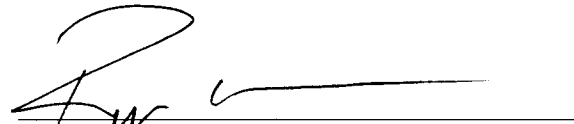

Dewitt Nobles, City Clerk


Guy Thompson, Mayor

Date:

8/8/06

Approved as to Form and Correctness:


Roy V. Andrews, City Attorney

IN WITNESS WHEREOF, this School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

CITY OF GULF BREEZE

ATTEST:

Marita Rhodes
Marita Rhodes, City Clerk

Lane Gilchrist
Lane Gilchrist, Mayor

Date:

Sept. 5, 2006

Approved as to Form and ~~Correctness~~:


Mathew Dannheisser
Mathew Dannheisser, City Attorney

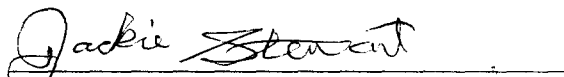


IN WITNESS WHEREOF, this School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

TOWN OF JAY

·ATTEST:



Linda Carden, Town Clerk


Jackie Stewart, Mayor

Date:

08-07-06

Approved as to Form and Correctness:


Steven M. Cozart, Town Attorney

IN WITNESS WHEREOF, this School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

SANTA ROSA COUNTY SCHOOL DISTRICT

ATTEST:

Diane Coleman
Diane Coleman, Board Chair

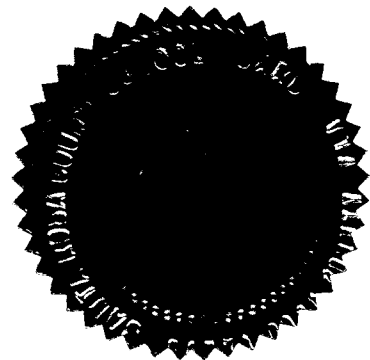
John Rogers
John Rogers, Superintendent

Date:

Sept. 6, 2006

Approved as to Form and Correctness:

Paul Green
Paul Green, School Board Attorney



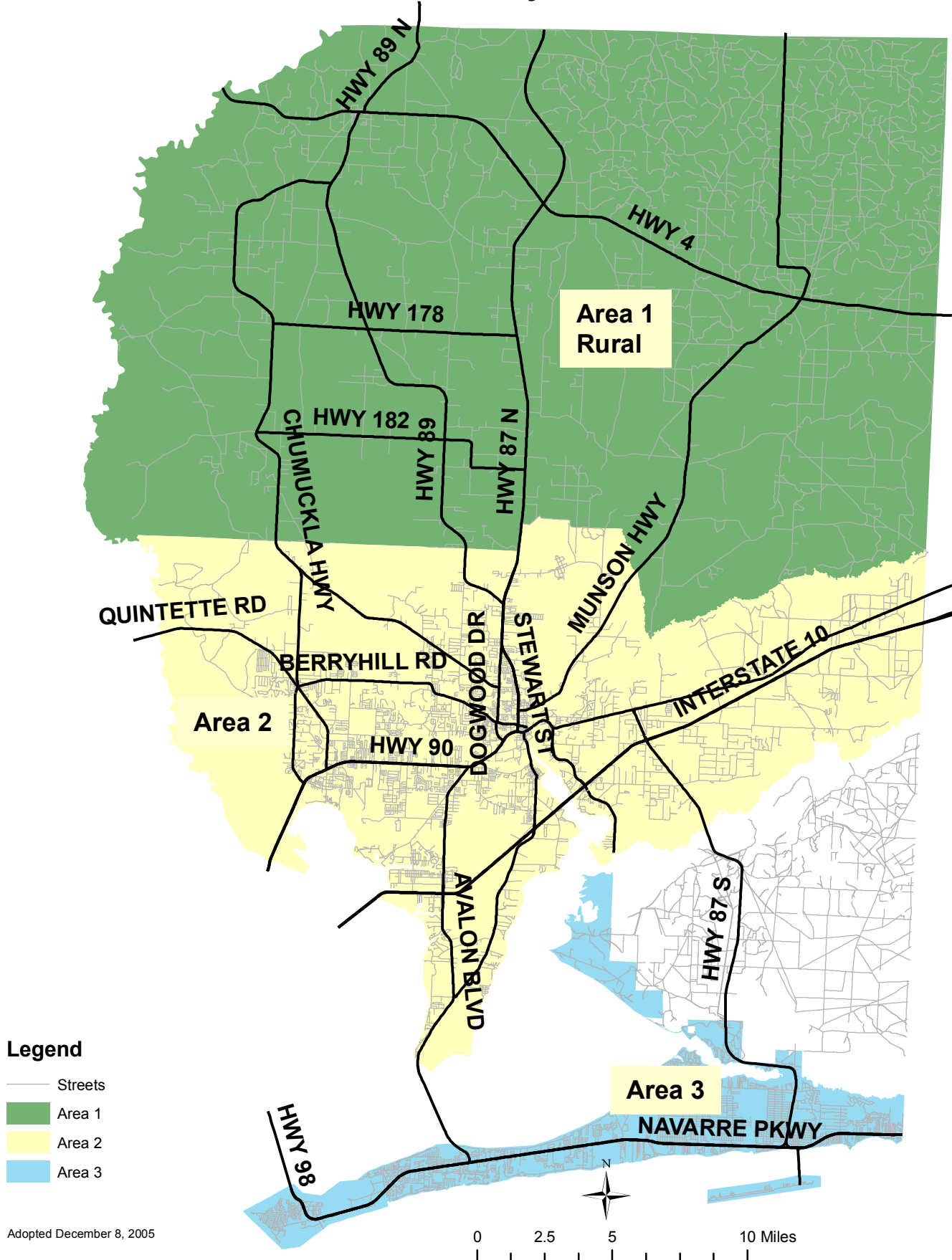
APPENDIX

CALENDAR OF REPORTS/ACTIONS REQUIRED

REPORT/REQUIRED ACTION	FROM	TO	DUE DATE/ FREQUENCY
Growth and Development Trends Report	County/Cities	School Board	February 1 / annual
Oversight Report on effectiveness of Interlocal Agreement implementation	Public Schools Advisory Committee	School Board, County, Cities and interested citizens	Mar 31 / annual <i>(after required annual March meeting)</i>
District Educational Facilities Plan and Work Program	School Board	County/Cities	August 31 / annual
General Education Facilities Report	School Board	County	October 1 / annual <i>(reference Santa Rosa County Comprehensive Plan Policy 3.2.B.1)</i>
School Board Adoption of Educational Facilities Plan and Work Program	School Board	County/Cities	September / annual <i>(submit final adopted plan to County/Cities within 15 days after adoption)</i>
Adopt Five-Year Capital Facilities Plan into County/City Comprehensive Plans	County/Cities	State (Department of Community Affairs)	December 1 / annual
Joint Workshop Session (for representatives from County Commission, City governing bodies, School Board, and Regional Planning Council)	-	-	Meeting date coordinated between Santa Rosa County and School Board / annual and as needed.
Educational Plant Survey	School Board	County/Cities	Every 5 years <i>(at least 30 days prior to School Board adoption).</i>

Notification of proposed Comprehensive Plan Amendments, rezonings, and/or development approvals that increase residential density	County/Cities	School Board	As applicable <i>(notify Assistant Superintendent for Administrative Services for the School Board within 5 days of applicant request).</i>
School Board response to notifications of proposed increased residential densities	School Board	Requesting County or City	As applicable <i>(Assistant Superintendent for Administrative Services for the School Board provides response to requestor within 15 days of receipt).</i>
Public Schools Advisory Committee Meetings and Reports	-	-	As applicable <i>(when need for new school is identified in District Educational Facilities Plan.</i>

Concurrency Service Areas



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